

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT2934648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LIONS EYE INSTITUTE LIMITED	05/12/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TAGUS VENTURES LLC
<b>Street Address:</b>	34721 WOODHUE TERRACE
<b>City:</b>	FREMONT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94555
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7986342
Patent Number:	7499634
Patent Number:	8118428
Application Number:	13435160
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(719)358-2561
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7193582561
<b>Email:</b>	SU@MARTENSENIP.COM
<b>Correspondent Name:</b>	MARTENSEN IP
<b>Address Line 1:</b>	30 EAST KIOWA STREET
<b>Address Line 2:</b>	SUITE 101
<b>Address Line 4:</b>	COLORADO SPRINGS, COLORADO 80903
<b>ATTORNEY DOCKET NUMBER:</b>	PARA G001
<b>NAME OF SUBMITTER:</b>	MICHAEL MARTENSEN
<b>SIGNATURE:</b>	/Michael Martensen, Reg. No. 46901/
<b>DATE SIGNED:</b>	07/11/2014
<b>Total Attachments: 11</b>	
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# **PATENT PURCHASE AGREEMENT**

This Agreement, signed this 12 day of May, 2014, is entered into by and between Tagus Ventures LLC ("TAGUS") incorporated in Colorado USA entity number 20141163777, with its principal place of business at 34721 Woodhue Terrace Fremont, CA 94555, USA, and Lions Eye Institute Limited ("LEI") ACN 106 521 439, with its principal place of business at 2 Verdun St, Perth WA 6009, Australia.

## **RECITALS**

WHEREAS,

LEI owns the Patents covered by this Agreement and defined below in Paragraph 1;

TAGUS wishes to purchase, and LEI wishes to sell, all of LEI's right, title, and interest in and to the Patents on the terms and conditions and subject to certain terms and conditions hereinafter stated.

## **AGREEMENT**

In consideration of these promises, and the mutual undertakings, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the aforementioned LEI and TAGUS agree as follows:

### **1. DEFINITIONS**

1.1 "Effective Date" means the date on the first line of this Agreement.

1.2 "Patents" means all issued patents and pending patent applications shown in EXHIBIT A including the inventions the subject of those patents and future applications including continuations, continuations-in-part, divisional, reissue or reexamination applications of the above patents, parent applications and any other applications claiming priority to any of the aforementioned applications or patents referenced in this Section 1.2.

### **2. PAYMENT**

2.1 In consideration for the patent assignment as set forth in Section 3.1, TAGUS agrees to pay to LEI 50,000 dollars (\$) ("Purchase Price").

2.2 Payment of the Purchase Price shall be made in Australian Dollars, without deduction for GST, assessments, currency exchange fees or other charges of any kind or description.

2.3 Payment of the Purchase Price shall be made by wire transfer to the following bank and account number on the Effective Date:

SWIFT Code: NATAAU3303M

Bank Name: National Australia Bank

Bank Address: 1232 Hay Street, West Perth 6005, Western Australia

Branch Identifier: 086492

Beneficiary Acct. #: 565062401

Beneficiary Account Name: Lions Eye Institute Limited

E-Mail Confirmation of Payment to: [chris.whitelock@lei.org.au](mailto:chris.whitelock@lei.org.au)

### **3. TRANSFER OF PATENTS**

3.1 Patent Assignment. LEI hereby sells, assigns, transfers, and conveys to TAGUS all of LEI's right, title, and interest in and to the Patents, including the right of priority, and all inventions and discoveries and associated know-how described therein, including without limitation, all rights of LEI to license and to collect royalties under such Patents.

3.2 Assignment of Causes of Action. LEI hereby sells, assigns, transfers, and conveys to TAGUS all of LEI's right, title, and interest in and to all causes of action and enforcement rights, including the right of priority, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation, all rights to pursue damages, injunctive relief, and other remedies for past, current and future infringement of the Patents.

3.3 Deliverables. LEI shall deliver to TAGUS the following:

- (a) On receipt of the Purchase Price referred to in Section 2, a duly executed patent assignment in the form set forth in Exhibit B hereto; and
- (b) Within thirty (30) days after the Effective Date, the original "ribbon copy" of the Patent, and any and all documents related to the patents (including the file wrappers and any documents demonstrating an invention date earlier than the filing date of the Patents) in LEI's possession or control.

### **4. ADDITIONAL OBLIGATIONS**

4.1 Prosecution of Applications. TAGUS will exclusively have all rights to control and direct the prosecution of all existing issued and pending patent applications shown in EXHIBIT A.

4.2 Patent Related Fees. TAGUS shall be solely responsible for payment of all patent prosecution fees, maintenance fees, annuities, any fee to record the assignment with the Patent Office of the United States of America and any and all foreign Patent Offices -and the like due on the Patents subsequent to 31 October 2013. All fees, maintenance fees, annuities and the likes due prior to the 31 October 2013 date are the sole responsibility of LEI.

4.3 TAGUS must promptly lodge the executed patent assignment referred to in Section 3.3(a) with the respective Patent Offices in order to have the assignment recorded.

4.4 Further Cooperation. At the reasonable request and expense of TAGUS, LEI agrees to execute and deliver any instruments, and perform any other lawful acts as may be reasonably requested and necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment, and recordation of any papers, as necessary or desirable for fully perfecting and conveying unto TAGUS the benefit of the transactions contemplated hereby.

## 5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 Authority. LEI represents and warrants to TAGUS that LEI has the right and authority to enter into this Agreement and to carry out its obligations hereunder, and covenants that LEI will not enter into any agreements that would interfere with these obligations. LEI further represents and warrants that it is the current recorded owner of the Patents and patent applications listed in Exhibit A, as set forth in each applicable jurisdiction and that no assignments or agreements exist that could prevent, delay, or interfere with (i) the sale of the Patents to TAGUS and (ii) TAGUS obtaining, acquiring or taking the entire right, title, interest in and to the Patents.

5.2 Title and Contest. LEI represents and warrants to TAGUS that (a) LEI has good and marketable title to the Patents, including without limitation, all rights, title, and interest in the Patents; (b) the Patents are free and clear of all liens, mortgages, security interests, or other encumbrances, and restrictions on transfer; (c) LEI is not aware of any actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patents; (d) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire the Patents; and (e) LEI has not expressly abandoned any Patent or Patent Application listed in Exhibit A.

5.3 Existing Licenses. On or around 22 October 2007, LEI granted an exclusive license to the Patents to Ophthalmic Imaging Systems pursuant to the License Agreement, a copy of which has been provided to TAGUS (the "OIS License"). LEI represents and warrants to TAGUS that the OIS License has been terminated in all respects and no license or other rights to any Patents exist thereunder and, other than the OIS License, no rights or licenses have been granted under the Patents. LEI covenants that it will not offer or enter into any other license to the Patents.

5.4 Patent Office Proceedings. LEI represents and warrants to TAGUS that any issued Patents have not been nor are currently involved in any reexamination, reissue, or interference proceedings or any similar proceedings other than as documented in EXHIBIT A, and that no such proceedings are pending or threatened. For the avoidance of doubt, TAGUS acknowledges that some of the patents in EXHIBIT A are currently involved in prosecution before the patent office, and Office Actions are currently outstanding/pending.

5.5 Fees. LEI represents and warrants to TAGUS that all maintenance fees, annuities, and the like due on the Patents have been timely paid through October 31, 2013.

5.6 Disclaimers. Nothing contained in this Agreement shall be construed as:

(a) an admission by LEI as to the infringement of the Patents; or

(b) a warranty or representation by LEI as to the validity, infringement, and/or scope of any one of the Patents.

## 6. MISCELLANEOUS

6.1 Each party bears its own legal, stamp duty and due diligence costs in relation to this Agreement.

6.2 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions, or requests of any such government.

6.3 Governing Law. This Agreement will be governed by the laws of the State of California, without reference to conflict of law principles, and any dispute arising under or relating to this Agreement will be resolved in the United States Courts or State Courts in the State of California.

6.4 Jurisdiction. Each party hereby agrees to jurisdiction and venue in the courts of the State of California or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement to the exclusion of all other courts.

6.5 Entire Agreement and Miscellaneous Terms. The terms and conditions of this Agreement, including its exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof, and, except where explicitly stated otherwise, merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter of this Agreement other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by an authorized representative of each party. These terms and conditions will prevail notwithstanding any different, conflicting, or additional terms and conditions which may appear on any purchase order, acknowledgment, or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated fully herein: Exhibit A (entitled "Patent List and Status") and Exhibit B (entitled "Assignment of Patent Rights").

6.6 Notices. All notices required or permitted to be given hereunder must be in writing, make reference to this Agreement and be dispatched by prepaid air courier or by registered or certified mail and addressed as follows:

(1) If to LEI:

**Lions Eye Institute Limited**

2 Verdun Street

Perth WA 6009

Australia

Attn: Chris Whitelock

Telephone: +(61) 8 9381 0703

Email: [chris.whitelock@lei.org.au](mailto:chris.whitelock@lei.org.au)

(2) If to TAGUS:

**Tagus Ventures LLC**

34721 Woodhue Terrace

Fremont, CA 94555

USA

Attn: Para Segaram

Telephone: (650) 206 5806

Email: [para@tagusventures.com](mailto:para@tagusventures.com)

Such notices will be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of the change has been received, any notice or request must thereafter be given to that party at that changed address.

6.7 Relationship of Parties. The parties hereto are independent. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between LEI and TAGUS.

6.8 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement will remain valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

6.9 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.


6.10 Assignment. The terms and conditions of this Agreement shall inure to the benefit of TAGUS, its successors, assigns and other legal representatives, and are binding upon LEI, its successors, assigns and other legal representatives. LEI may not assign any rights or delegate any duties under this Agreement.

6.11 Confidentiality. The parties agree that the details of this Agreement, the terms thereof, and the correspondence leading thereto are confidential and shall not be disclosed, except (a) with the prior written consent of the other party; (b) as may be compelled by any court or agency of competent jurisdiction, provided that prior to responding, and in no event later than 10 days of receipt of a request by such a court or agency for a copy of this Agreement or information relating to this Agreement, the party receiving such a request must notify the other party in writing that such a request has

been made and provide information sufficient to permit the other Party an opportunity to contest the request and object to the disclosure of this Agreement or information relating thereto; (c) as otherwise required by law; and (d) to legal counsel and independent auditors retained by either party. Notwithstanding the foregoing, TAGUS may disclose the existence and terms of this Agreement to any existing or potential investor, acquirer, customer, or other entity or individual as TAGUS deems necessary for the conduct of its business.

In witness whereof, the parties have executed this Patent Purchase Agreement as of date on the first line of this Agreement

Tagus Ventures LLC ("TAGUS")  
  
\_\_\_\_\_  
Signature  
Mr. Para Segaram  
\_\_\_\_\_  
Printed Name  
Managing Partner  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
12 May, 2014

Lions Eye Institute Limited ("LEI")  
  
\_\_\_\_\_  
Signature  
Dr. David Mackey  
\_\_\_\_\_  
Printed Name  
Managing Director  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
12 May 2014



**EXHIBIT A**

**1. Patent list and Status**

**Family No. 1 : Portable Slit Lamp**

Country	Category Description	Filing Date	Application No.	Patent No.	Status	Next Action(s)	Due Date	Expiry <sup>1</sup>
Australia	Via PCT national phase	18 May 2001	2001258043	2001258043	Granted	Renewal	18 May 2014	18 May 2021
China	Via PCT national phase	18 May 2001	01809795.2	ZL 01809795.2	Granted	Renewal	18 May 2014	18 May 2021
Europe	Via PCT national phase	18 May 2001	01801208.1		Granted	Nothing as has been validated in Germany and UK. European application no longer relevant		18 May 2021
Germany	Validation from Europe	18 May 2001		60148110	Granted	Renewal	31 May 2014	18 May 2021
UK	Validation from Europe	18 May 2001		EP1284638	Granted	Renewal	18 May 2014	18 May 2021
India	Via PCT national phase	18 May 2001	IN/PCT/2002/01250/DEL	222574	Granted	Working Statement	31 March 2014	18 May 2021
Japan	Via PCT national phase	18 May 2001	2001-585622	5052727	Granted	Renewal	3 August 2015	18 May 2021
United States of America	Via PCT national phase	18 May 2001	10/295,020	7,985,381	Granted	Renewal	1 February 2014	18 May 2021

**Family No. 2: Imaging Apparatus and Adaptors Therefor**

Country	Category Description	Filing Date	Application No.	Patent No.	Status	Action(s)	Due Date	Expiry
Australia	Via PCT national phase	8 May 2003	2003232916	2003232916	Granted	Renewal	8 May 2014	8 May 2023
Canada	Via PCT national phase	8 May 2003	2,325,906	-	Pending	Reinstate and Respond to Examination Report	7 December 2013 but can be reinstated up until 7 December 2014	8 May 2023
China	Via PCT national phase	8 May 2003	03816069.2	ZL03816069.2	Granted	Renewal	8 May 2014	8 May 2023
Europe	Via PCT national phase	8 May 2003	03726998.2	-	Pending	Respond to Examination Report under further processing route	2 January 2014	8 May 2023
Japan	Via PCT national phase	8 May 2003	2004-502806	4493491	Granted	Renewal	16 April 2015	8 May 2023
Hong Kong	Via PCT national phase	9 February 2006	06101715.6	HK1081421	Granted	Renewal	8 May 2014	8 May 2023
United States <sup>2</sup>	Via PCT national Phase	8 May 2003	10/983,785	7,986,342	Granted	Renewal	28 January 2015	8 May 2023

1 - Subject to payment of annuities/renewal fees

2 - The title for United States Patent 7,986,342 is "Multi-Purpose Imaging Apparatus and Adaptors Therefor"

**Family No. 3: Ophthalmic Camera, Ophthalmic Camera Adaptor and Methods for Determining a Haemoglobin and Glucose Level of a Patient**

Country	Category Description	Filing Date	Application No.	Patent No.	Status	Action(s)	Due Date	Expiry <sup>1</sup>
Australia	Via PCT national phase	18 June 2004	2004246854	2004246854	Granted	Renewal	18 June 2014	18 June 2024
Canada	Via PCT national phase	18 June 2004	2,529,737	-	Allowed	Pay allowance fees	March 5 2014	18 June 2024
China <sup>2</sup>	Via PCT national phase	18 June 2004	200480017255.8	ZL200480017255.8	Granted	Renewal	18 June 2014	18 June 2024
Europe	Via PCT national phase	18 June 2004	04737431.9	-	Granted	Nothing as has been validated in Germany and UK. Renewal		18 June 2024
Germany	Validation from Europe	18 June 2004		602004030000.2		Renewal	18 June 2014	18 June 2024
England	Validation from Europe	18 June 2004		1317364		Renewal	3 September 2014	18 June 2024
India	Via PCT national phase	18 June 2004	311/DELNP/2005	209121	Granted	Renewal	18 June 2014	18 June 2024
Japan	Via PCT national phase	18 June 2004	2006-515546	4604027	Granted	Renewal	8 October 2014	18 June 2024
New Zealand	Via PCT national phase	18 June 2004	544610	544610	Granted	Renewal	18 June 2014	18 June 2024
United States	Via PCT national phase	18 June 2004	11/311,057	7,499,834	Granted	Renewal	3 September 2016	24 July 2025

**Family No. 4: Ophthalmic Camera and Ophthalmic Camera Adaptor**

Country	Category Description	Filing Date	Application No.	Patent No.	Status	Action(s)	Due Date	Expiry <sup>1</sup>
Australia	Via PCT national phase	20 June 2005	2005283648	2005283648	Granted	Renewal	20 June 2014	20 June 2025
Canada	Via PCT national phase	20 June 2005	2,570,933	-	Abandoned	Reinstate application	8 October 2014	20 June 2025
Europe	Via PCT national phase	20 June 2005	03752421.7	-	Pending	Renewal	20 June 2014	20 June 2025
India	Via PCT national phase	20 June 2005	461/DELNP/2005	-	Pending	Await Examination Report		20 June 2025
Japan	Via PCT national phase	20 June 2005	2007-515743	5226305	Granted	Renewal	22 March 2016	20 June 2025
United States	Via PCT national phase	20 June 2005	11/612,464	6,116,426	Granted	Renewal	21 August 2015	20 June 2025

**Family No. 5: Imager, Module for an Imager, Imaging System and Method**

Country	Category Description	Filing Date	Application No.	Patent No.	Status	Action(s)	Due Date	Expiry
Canada	Via PCT national phase	30 September 2010	2,776,223	-	Pending	Requesting Examination	30 September 2015	30 September 2030
United States	Via PCT national phase	30 September 2010	13/435,159	-	Pending	Renewal Await Examination Report	30 September 2014	30 September 2030

1 - Subject to payment of annuities/renewal fees

2 - The title for United States Patent 7,586,142 is "Multi-Purpose Imaging Apparatus and Adaptors Therefor"

## **2. Priority rights and inventions**

All rights in the inventions described in the specifications filed with the patents and patent applications described in 1 above, and the right to file for patent protection for such inventions.

LEI's rights to claim priority under any applicable international convention for patent applications relating to the inventions described in 1 above.

## EXHIBIT B

### Assignment of Patent Rights

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned, hereby:

sells, assigns, and transfers to Tagus Ventures LLC , with its principal place of business at 34721 Woodhue Terrace Fremont, CA 94555, USA, USA ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest, including the right of priority, in the United States and all foreign countries, in and to:

all issued patents and pending patent applications shown in attached EXHIBIT A;

in and to any and all inventions and improvements that are disclosed therein; in and to all divisional, continuations, continuation-in-part, substitute, renewal, reissue, reexamination, and all other patent applications that have been or shall be filed in the United States and all foreign countries that are based upon or claim priority to the Patents; in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries based upon or claim priority to the Patents; and in and to all rights of priority based upon the Patents;

agrees that said Assignee may apply for and receive a patent or patents for said inventions and improvements in its own name, in countries where permitted; and that, at the expense of Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuation, continuation-in-part, substitute, renewal, reissue, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements, and all applications for patents and all patents on said inventions and improvements, in said Assignee, its successors, assigns, and legal representatives;

authorizes and requests the Commissioner for Patents of the United States of America and any and all foreign Patent Offices to issue any and all United States Patents and said foreign patents that may be granted on the aforesaid applications or any part thereof, in the name of Assignee;

covenants with said Assignee, its successors, assigns, and legal representatives that no assignment affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned; and

acknowledges that any willful false statement made in this declaration and assignment is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

By:   
Lions Eye Institute Limited (LEI)

By: 12 Nov 2014  
Date